

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In re: : Chapter 11  
PLASTIC SOLUTIONS INC., : Case No.: 10-72327(dte)  
Debtor. : (Jointly Administered)  
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**STIPULATION AND ORDER CONCERNING ADEQUATE ASSURANCE OF FUTURE PAYMENT PURSUANT TO 11 U.S.C. § 366 WITH LIPA AND NATIONAL GRID**

This stipulation and order (the "Stipulation") is entered into between the Debtor Plastic Solutions Inc. (the "Debtor"), Long Island Lighting Company d/b/a LIPA ("LIPA") and KeySpan Gas East Corporation d/b/a National Grid ("National Grid") with reference to the following facts.

WHEREAS, on April 1, 2010, the Debtor filed its voluntary petition for relief under Chapter 11 of title 11, United States Code (the "Code") and continues to operate its business and manage its affairs as Debtor and Debtor-in-possession pursuant to §§ 1107 and 1108 of the Code; and

WHEREAS, on April 5, 2010, the Debtor filed its Motion (I) Enjoining Utilities from Altering, Refusing, or Discontinuing Service, (II) Deeming Utilities Adequately Assured of Future Payment, and (III) Establishing Procedures for Determining Adequate Assurance Payment (the "Utility Motion"); and

WHEREAS, on April 7, 2010, LIPA and National Grid served and filed their Objection to the Utility Motion; and

WHEREAS, at the April 8, 2010 hearing on the Utility Motion, the Parties advised the Court that they would work out an amicable resolution to the Utility Motion; and

WHEREAS, in order to resolve the Utility Motion with respect to LIPA and National Grid, the Parties are prepared to enter into this Stipulation and Order to provide LIPA and National Grid with adequate assurance of future performance under § 366 of the Code,

IT IS HEREBY STIPULATED AND AGREED THAT:

1. The Debtor agrees to provide LIPA and National Grid with adequate assurance of future payment in the form of deposits in the amount of \$25,785.00 for LIPA and \$1,730.00 for National Grid (the "Deposits"), pursuant to § 366 of the Code on the Debtor's post-petition electric and gas accounts.
2. The Debtor agrees to pay the Deposits by cash, certified checks, or money orders, as follows: on or before May 26, 2010, the Debtor will pay LIPA \$8,595.00 and National Grid \$577.00; on or before June 26, 2010, the Debtor will pay LIPA \$8,595.00 and National Grid \$577.00; and on or before July 26, 2010, the Debtor will pay LIPA \$8,595.00 and National Grid \$576.00. The payments will be made to the order of "LIPA" for the LIPA deposits and to the order of "National Grid" for the National Grid deposits. The payments will be delivered to Geralyn A. Clinch, LIPA/National Grid Collections, 15 Park Drive, Melville, New York 11747.
3. The Debtor agrees that the Deposits shall be treated in a manner consistent with the normal terms and conditions (including the accrual of interest) as set forth in the applicable LIPA and National Grid tariffs, New York State Law, Public Service Commission regulations and Bankruptcy Code § 366.
4. Any unpaid post-petition electric and/or gas charges properly billed by LIPA and/or National Grid to the Debtor shall be deemed to be actual and necessary expenses of preserving the Debtor's estate, entitling LIPA and/or National Grid to an administrative expense

priority under § 507(a)(1) of the Code.

5. The Debtor agrees to pay all post-petition LIPA and National Grid bills in a timely manner, i.e., within twenty (20) days from the date the bill is rendered pursuant to LIPA and National Grid's tariffs.

6. If the Debtor fails to pay the Deposits in accordance with ¶ 2, above, and/or if the Debtor fails to pay its post-petition LIPA and/or National Grid bills in accordance with ¶ 5, above, LIPA and/or National Grid may discontinue the Debtor's utility service pursuant to the terms of their tariffs and New York law, without having to file a motion before this Court; provided, however, that LIPA and/or National Grid shall notify the Debtor's attorney with written notice by facsimile and regular mail such notice to be effective when first received by either facsimile or regular mail at the facsimile number and business address indicated below, so as to be received by the Debtor's attorneys five (5) business days prior to the termination of services by LIPA and National Grid. If the Debtor does not either cure the default by the end of such five (5) business day notice period or the Debtor does not file a motion with the Bankruptcy Court and serve such motion upon LIPA and/or National Grid seeking an extension of the time to cure the default within such five (5) business day period, LIPA and/or National Grid shall be permitted to discontinue the Debtor's utility service pursuant to their tariffs and New York law without additional notice to the Debtor.

SO STIPULATED AND AGREED this 17th day of May, 2010

THE LAW OFFICES OF AVRUM J.  
ROSEN, PLLC

CULLEN AND DYKMAN LLP

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SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010  
IN CENTRAL ISLIP, NEW YORK

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DOROTHY T. EISENBERG  
UNITED STATES BANKRUPTCY JUDGE